Dear Santander,

This letter is a formal notification that you are in default of the invoice notifying you of the violations you've committed under FDCPA 1692. This invoice holds the sum of \$61,915.99 payable by March 11, 2021.

This amount has been overdue since February 17th, 2021 each late day your company is charged an extra 1000\$ which federal law allows. You have ignored my affidavit of truth to make a payment for violations in regards to a federally protected consumer, this is your opportunity to cure this matter.

Unless the full amount (\$61,915.99) plus late fees are received within 15 days, I have no choice but to begin the lawsuit process for the violations on the delinquent invoice. I have given you more than 30 days which federal law allows.

Please act accordingly,

Kendarion D. Jennings .

Kendarion D. Jennings 1352 tuscumbia Rd. Collierville TN 38017

I, Kendarion Deion Jennings, a federally protected consumer am notifying referenced seller-Creditor WOLFCHASE NISSAN & lien holder SANTANDER CONSUMER USA of my legal actions Pursuant to 15 USC 1635 with my right to rescind this transaction for the following reasons:

This is a contract that was consummated by fraud. The finance manager, an employee of WOLFCHASE NISSAN has consummated a finance agreement on behalf of the seller-creditor. This signee cannot stand trial in any court of law under the penalty of perjury on the behalf of this agreement neither WOLFCHASE NISSAN.

Breach of 15 USC 1605 under TILA. I the person entered into a consumer credit transaction with Santander as agent of KENDARION D JENNINGS the corporation pursuant to 15 USC 1602(d), Wolfchase Nissan also constituted procedural form towards me,the natural person, Kendarion Deion Jennings, to put down a cash down payment of 15 to 20%. Stating "this is the amount people put down".

## **Cease and Desist**

Pursuant to 15 USC 1692c.(c) I am notifying you in writing that I refuse to pay this alleged debt, and I am demanding that you cease all forms of communication with me through any and all mediums.

Pursuant to 15 USC 1692c.(c)(2)-

I am invoking my specified remedy as a consumer, and the original creditor I am demanding all of the following:

- 1. Zero out the balance on this account.
- 2. Delete from all consumer reports and it notify the creditor of said account to delete.
- 3. Pay the attached invoice and compensate me for every violation labeled in the attached exhibits.
- 4. Grant me my title lien free.

Best Regards,

Signature /

## AFFIDAVIT OF TRUTH

Notice to all, I, am that I am, the consumer in fact, natural person, original creditor, lender, executor, administrator, holder in due course for any and all derivatives thereof for the surname/ given name Kendarion Deion Jennings, and I have been appointed and accept being the executor both public and private for all matters proceeding, and I hereby claim that I will d/b/a Kendarion Jennings and autograph as the agent, attorney in fact, so be it, now present:

Whereas, I of age, of majority, give this herein notice to all, I make a solemn oath to the one and only Most High of creation only, whoever that may be, and i depose the following facts, so be it, and:

Fact, TILA clearly lays grounds for interpretation to all credit sales. Stating all credit sales are simply consumer credit transactions where the seller is also the creditor.

Fact, The Fair Debt Collections Practices Act is intended to protect consumers against abusive, and deceptive debt collection practices and I have been abused and deceived so be it;

Fact, an agreement is between two or more persons. A corporation cannot sign any documents under the penalty of perjury because they are a non-living soulless entity.

Fact, TILA lays ground to what a <u>person</u> and a <u>corporation</u> is . Being corporations are soulless entities they can't have attorneys represent them in the court of law because it would be deemed as hearsay since said attorney was not present when the consumer credit transactions took place.

Fact, pursuant to 15 USC 1635 As a federal protected consumer I have the right to rescind any consumer credit transaction (including opening or increasing the credit limit for an open end credit plan) in which a security interest, including any such interest arising by operation of law, is or will be retained or acquired in any property which is used as the principal dwelling of the person to whom credit is extended, the obligor shall have the right to rescind the transaction until midnight of the third business day following the consummation of the transaction or the delivery of the information and rescission forms required under this section together with a statement containing the material disclosures required under this subchapter, whichever is later, by notifying the creditor, in accordance with regulations of the Bureau, of his intention to do so. The creditor shall clearly and conspicuously disclose, in accordance with regulations of the Bureau, to any obligor in a transaction subject to this section the rights of the obligor under this section. The creditor shall also provide, in accordance with regulations of the Bureau, appropriate forms for the obligor to exercise his right to rescind any transaction subject to this section. so be it, and;

Fact, Black laws dictionary describes dwelling as dwelling house. Dwelling house by default is The house or other structure in which one or more people live; a residence or abode. So be it, and,

Fact, I, the natural person can be either a person or organization whichever I choose pursuant to 1602(e), so be it, and;

Fact, an organization pursuant to 15 USC 1602(d) cannot be a natural person that can attest to any claims under the penalty of perjury.so be it, and;

Fact, this contract was initiated by fraud simply because this firm cannot stand in the court of law under the penalty of perjury and it wasn't signed by the seller-creditor. This was signed by a finance manager, a living person. Not Wolfchase Nissan the corporation.so be it, and,

Fact, any obligations arising out of a consumer credit transaction of the LEGAL CITIZEN are obligations of the UNITED STATES CORPORATION.so be it.and:

Fact, as a natural person, I am in fact the holder of a credit card issued by the social security administration which can be revoked at any moment. This legal person is under direct rule of the UNITED STATES CORPORATION so be it, and;

Fact, I, the natural person, am the administrator to all transactions on behalf of the LEGAL CITIZEN named on such cards by the card issuer, SOCIAL SECURITY ADMINISTRATION. I do not hold any obligation tied to such debts. Pursuant to 18 USC 8.

Fact, 18 USC 8 lays ground to what the obligations and other security of the United States are. This include; all bonds, certificates of indebtedness, national bank currency, Federal Reserve notes, Federal Reserve bank notes, coupons, United States notes, Treasury notes, gold certificates, silver certificates, fractional notes, certificates of deposit, bills, checks, or drafts for money, drawn by or upon authorized officers of the United States, stamps and other representatives of value, of whatever denomination, issued under any Act of Congress, and canceled United States stamps.

5.Fact, affiant is aware and has proof in the attachment labeled as Exhibit A, SANTANDER CONSUMER USA is in violation of 15 USC 1605 involving a finance charge. This soulless entity constituted a procedural form to put down a down payment involving a consumer credit transaction. The finance charge is the sum of all charges extended to the LEGAL PERSON. I, the administrator of the transaction , the natural person, was asked to put cash into a fraudulent transaction.

Fact, affiant is aware and has proof in the attachment labeled as Exhibit B, SANTANDER CONSUMER USA is in violation of 15 USC 1605 involving a finance charge. This soulless entity constituted a procedural form to put down a down payment involving a consumer credit

transaction. The finance charge is the sum of all charges extended to the LEGAL PERSON. I, the administrator of the transaction, the natural person, was asked to put cash into a fraudulent transaction.

Thank you,

I swear to all information provided herein, I do so under the penalty of perjury that the information I so affirm to be true, correct, and accurate to the best of my ability and knowledge, so be it;

IN WITNESS WHEREOF, the said party has signed and sealed these presents the day and year below written

Signed, sealed and delivered in the presence of Kendarion D. Jennings

Signature

STATE OF TENNESSEE COUNTY OF SHELBY

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Kendarion D. Jennings, who is personally known to me or who has produced

TN DRIVERS LICENSE as identification and who executed the foregoing instrument and he/she acknowledged before me that he/she executed the same.

COMMISSION EXPIRES

WITNESS my hand and official seal in the County and State aforesaid this 11th day of

Notary Public

Printed Name: D. \*\*

My commission expires:

-16-2024

Kandarion Delon Jennings

INVOICE

Dala:

Jan 9, 2021

Hill for

Dua Dala.

Jan 17, 2021

Santander consumer USA
Balanca Due:

\$61,915.99

llom (1985) and a second of the second of th	Quantity	A State of And a	Amount
1 federally protected consumer rights violations under 15 USC 1640.	1	<b>\$6</b> 1,915.99	\$61,915.99
		Total:	\$61,915.99

Terms:

1000\$ late fee per day this invoice goes unpaid.

## **LAW** 553-TN-ARB-eps-14 10/19

RETAIL INSTALLMENT SALE CONTRACT - SIMPLE FINANCE CHARGE

	_15 usc 1602d	(MITH ARBITHATION PROVISION)	The state of the s
1	Bur 1823 Grd Alfres KENDARION D. JENNINGS 1352 TUSCOMBIA RD COLLIERVILLE TN 38017	(Including County and Zip Code)	WOLFTHARE STARM 2956 NORTH GERMANTOWN ROAD BARTLETT IN 38133

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle po credit under the agreements in the America Engaged

New/Useri	Your		lake and Model	Vahiela Ida	ntification Number	Primary Use For Which Purchased
NEW	2021	NISSAN ALTIMA		1N4BL4CVI		Personal lamin of neuselula intess otherwise unfeated below business N/A agricultural N/A
		TRUTH	IN-LENDING DISC	LOSURES		Used Car Buyers Guide. The Information you
ANNUMPERCENT RATE THE CO. I YOUR COOLE A YOUNG I.	AGE of of other of the other oth	FINANCE CHARGE The colling amount the credit will cost you.  19402.4 hedule Will purit of ments	Amount Financed The amount of credit provided to you gr on your behalf	Total of Payments The arrount you will have paid filter you have made all payments as gcheduled.  \$ 50360.40 (e) meanis	Total Sale Price The lutal cost of your purchase on crood, including your down payment of \$ 3000.00 is \$ 53360.40 ans an estimate	see on the window form for this vehicle is part of this contract, information on the window form overrides any contrary provisions in the contract of sale. Spanish Transintion: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.
N/A N/A N/A				WARRANTIES SELLER DISCLAIMS Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the		
Late Charge, If payment is not received in full within 10 days after it is due, you will pay a late charge of \$ 1.00 or 5 % of the part of the payment that is late, whichever is Greater Prepayment, If you pay early, you will not have to pay a penalty.  Security interest, You are giving a security interest in the vehicle being purchased.  Additional information: See this contract for more information, including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.				vehicle, and there will be no implied warranties of merchantability or or fitness for a particular purpose. This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.		
OPTIONAL GAP CONTRACT. A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unloss you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in tiem 4D of the itemization of Amount Financed on page 2. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.			Returned Check Charge: You agree to pay a charge of \$ 30.00 if any check you give us is dishonored or any electronic payment is returned unpaid.			
Term 72 Mos. ROADVANTAGE GAP  Name of Gap Contract  Name of Gap Contract  APPLICABLE LAW  Federal law and the law of the state of Tennessee apply to this contract.						

you change your mind. This notice does not apply to home solicitation sales.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF, RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases. Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer

may have against the	Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.			
Afterment to Arbitustat by algebra below, you agree that, pursuant to the Antivation Provision on page 4 of this contract, you or we may elect to resolve any dispute by neutral, binding are trained and not by a row and so the Arbitration Provision for additional information concerning the agreement to arbitrate  Buyer Signs X. N/A.  Co-Buyer Signs X. N/A.				
1638(2)(B)	15 USL 1605 Tila dompadinost the 1465-(2)			
24.700	15 USC 1627(A) 2 TS U.SC 1663			
	15 USC 1037(4) 3			
	115 USC 1637 (1)4)			
Buyer Initials FOT	Co-Buyer Initials N/A (0 f)(1) (1) (1) (a) (2) (1) LAW 553-TN-ARB-eps-14 10/19 v2 Page 1			

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Transcrition of Amount Print MED   Chair Price (Inches of S. 133)   Allea text	\$ 1000.00 \$ 2990.00 \$ N/A \$ 3000.00 \$ 26115.49 (3) \$ N/A \$ N/A \$ 1000.00 \$ N/A \$ N/A	remarks — The Thirt is disposed relating transection of product recognition and the state of the
to MOLFCHASE NISSAN for DOC FEE  to MOLFCHASE NISSAN for DOC FEE  to N/A  Total Other Charges and Amounts Paid to Others on Your Behalf  5 Amount Financed (3 + 4)  OPTION: You pay no finance charge if the Amount Financed, item  N/A  Year N/A  SELLER'S INITIALS N/  Creditor requires VSI insurance for the initial term of the contract to protect to the vehicle (collision, fire, theft, conceptment, skip). VSI insurance is to the vehicle (collision, fire, theft, conceptment, skip). VSI insurance is this insurance does not protect your interest in the vehicle. You may of through which the VSI insurance is obtained. If you elect to purch. Creditor, the cost of this insurance is \$ N/A and is Itemization of Amount Financed. The coverage is for the initial term of the	\$ N/A	Other Optional Insurance  N/A  Type of Insurance  Premium \$ N/A  Insurance Company Name N/A  N/A  Home Office Address N/A  N/A  Type of Insurance  N/A  N/A  Type of Insurance  N/A  N/A  Premium \$ N/A  Insurance Company Name N/A  N/A  N/A  Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process it will not be provided unless you sign and agree to pay the extra cost. I want the insurance checked above.  X N/A  Buyer Signature  Oate  X N/A  N/A  N/A  Buyer Signature  Oate  N/A  N/A  N/A  Buyer Signature  Oate  N/A  N/A  N/A  N/A  N/A  N/A  Sinsurance Checked above.  X N/A  N/A  Buyer Signature  Oate  N/A  N/A  N/A  N/A  N/A  N/A  N/A  N/

10-